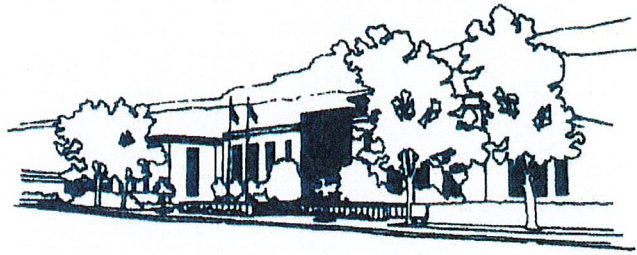


City of San Leandro

Civic Center, 835 E. 14th Street
San Leandro, California 94577

www.sanleandro.org



In order to prepare a community briefing video ("Purpose"), the City of San Leandro ("City") hereby agrees with Direct Images Interactive, Inc. ("Recipient") that:

1. Confidential Information: Recipient agrees to hold in strictest confidence and not to disclose to any person, firm, or corporation, without the express written authorization of the City, the confidential or proprietary information provided by the City except as required for the direct completion of the Purpose. Confidential information includes, but is not limited, to: video files, audio files, communications, records, data, strategies, procedures, and techniques applicable to the Purpose.

Recipient further agrees and acknowledges:

2. The City may disclose information to the Recipient that the City considers "Confidential Information." Recipient must use reasonable means to protect Confidential Information and prevent any unauthorized use or disclosure.

3. Recipient will keep all Confidential Information provided by City secure and will not disclose it to any person, firm or corporation, or use it in any way, either during the term of this engagement, or any time thereafter, except as required for the direct completion of the Purpose, or after receipt of written authorization by the City, or pursuant to a valid court order or subpoena.

4. Confidential Information does not include information that: (a) is publicly available through no fault of Recipient or (b) is rightfully received by Recipient from a third party without a duty of confidentiality.

5. This agreement imposes no obligation to proceed with any business transaction, nor does it create a partnership relationship. Recipient acquires no intellectual property rights under this agreement. This agreement is not assignable or transferable by either party without the prior written consent of the City.


6. This agreement is the entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing, signed by both parties. The parties may execute this agreement in counterparts, which taken together will constitute one instrument.

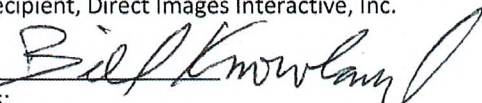
7. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute shall be Alameda County, California. Failure to enforce any of provisions of this agreement will not constitute a waiver.

8. Either party may terminate this agreement with ten (10) days prior written notice, but this agreement's provisions will survive with regard to all information disclosed before termination.

City of San Leandro, by and through its Police Department

Recipient, Direct Images Interactive, Inc.

Its: 
Date: 6-26-19
3235067.1

Its: 
Date: 6-25-19

Pauline Russo Cutter, Mayor

City Council:

Victor Aguilar, Jr.

Pete Ballew

Deborah Cox

Ed Hernandez

Benny Lee

Corina N. López

